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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code 08		Page 1		Pages 8								
2. AMENDMENT/MODIFICATION NO. 50			3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 1a		5. PROJECT NO. (If applicable)									
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812			CODE PS33, MGK		7. ADMINISTERED BY (If other than Item 6) Eunice Adams Ph.: 256-544-0110 Fax: 256-544-5444 Email: Eunice.M.Adams@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		CODE PS33, MGK									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AI Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805					(x)					9A. AMENDMENT OF SOLICITATION NO.						
										9B. DATED (SEE ITEM 11)						
										X					10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047	
															10B. DATED (SEE ITEM 13) 02/15/02	
CODE SAP 127909		FACILITY CODE CAGE 004R1														
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:																
(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 1a																
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																
(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.																
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).																
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clauses 43.103 (a) & 53.243-2 Changes-Cost Reimbursement (Alternate II) and the Limitation of Fund Clause																
D. OTHER (Specify type of modification and authority)																

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$32,129,992	\$ - 0 -	\$32,129,992	\$1,349,724	\$33,479,716	\$337,251	\$1,009,253	\$3,220	\$33,411,734
This Mod	\$ (47,576)	\$ - 0 -	\$ (47,576)	\$ (2,855)	\$ (50,431)	\$ 0	\$ - 0 -	\$ 0	\$ 0
New Total	\$32,082,416	\$ - 0 -	\$32,082,416	\$1,346,869	\$33,429,285	\$337,251	\$1,009,253	\$3,220	\$33,411,734

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) D.E Smith, General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Edgar F. Sanchez Contracting Officer	
15B. CONTRACTOR/OFFEROR DES Smith (Signature of person authorized to sign)	15C. DATE SIGNED 11/7/05	16B. UNITED STATES OF AMERICA BY Edgar F. Sanchez (Signature of Contracting Officer)	16C. DATE SIGNED 11/7/05

The purpose of this modification are to: (a) definitize the contractor's credit proposal, entitled: "De-Scope Performance Work Statement 13.0 (Strategic Performance Management & Incentives) Customer and Employee Relations Services" submitted in response to NASA/MSFC Letter Request for Proposal dated September 8, 2005, (b) change the contract and incentive fee values for the current option period 3 and unexercised option period 4 that reflects the total negotiated credit of (\$188,272) and (c) include NASA FAR Supplement clauses 1852.237-72 and 1852.237-73 into Section I in compliance with recent NASA regulations. The foregoing action is further implemented by the inclusion of the following changes.

A. Under Clause B.2, Estimated Cost and Contract Fee, make the following modifications:

- Under paragraph (a) decrease the estimated cost for option 3 by (\$47,576) from \$6,782,165 to \$6,734,589 and decrease the contract fee by (\$2,855) from \$307,567 to \$304,712. As such, the overall estimated Total Cost & Fee for option 3 is decreased by (\$50,431) from \$7,089,732 to \$7,039,301.
- In addition, under paragraph (a) decrease the estimated cost for option 4 by (\$130,039) from \$7,086,151 to \$6,956,112 and decrease the contract fee by (\$7,802) from \$326,345 to \$318,543. As such, the overall estimated Total Cost & Fee for option 4 is decreased by (\$137,841) from \$7,412,496 to \$7,274,655.
- In addition under paragraph (b), for option period 3 decrease "Maximum Available Incentive Fee" for the period of 10/01/05-02/14/06 by (\$2,855) from \$159,131 to \$156,276. The total fee being reduced for option 3 is (\$2,855)
- In addition under paragraph (b), for option period 4 decrease "Maximum Available Incentive Fee" for the period of 2/15/06-08/14/06 by (\$3,901) from \$163,162 to \$159,261 and for the period of 08/15/06-02/14/07 by (\$3,901) from \$163,163 to \$159,262. The total fee being reduced for option 4 is (\$7,802).

B. Under Clause B.5, Contract Funding, is modified as follows:

- Subparagraph (a) is modified as follows:
 - Increase the funded amount from \$32,149,007 by \$0 to \$32,149,007.
 - The funding coverage date of February 10, 2006 remains unchanged.
- Subparagraph (b) is modified as follows:
 - Increase the additional amount obligated under this contract for fee from \$1,262,727 by \$0 to \$1,262,727.

- Subparagraph (c) is modified as follows:
 - Increase “Estimated Cost” from \$32,149,007 by \$0 to \$32,149,007.
 - Decrease “Provisional Incentive Fee”, from \$253,474 by \$0 to \$253,474.
 - No revision in “Incentive Fee Earned” from \$1,009,253 by \$0 to \$1,009,253.
 - Increase “Total Sum Allotted” from \$33,411,734 by 0 to \$32,411,734.

C. The revised Performance Work Statement includes the deletion and reduction of services as defined in the Letter De-Scope dated September 8, 2005. These changes are reflected on the enclosed slip sheet pages. The effort being De-Scoped impacts the following period of performances:

Option Period 3, October 1, 2005 through February 14, 2006

Option Period 4, February 15, 2006 thorough February 16, 2007

D. As result of contract closeout support services recently being provided by Digital Fusion (contractor) the following NASA FAR Supplement Clauses: 1852.237-72 (Access to Sensitive Information) and 1852.237-73 (Release of Sensitive Information) are hereby incorporated in full text in “Section I” in compliance with current NASA regulations.

E. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-2	B-2
B-5	B-5
I-25	I-25
I-26	I-26
I-27	I-27

Attachment J-1-26

F. In recognition of the modifications(s) agreed to herein as complete equitable adjustments for the contractor’s “proposal(s) for adjustment” listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the “proposal(s) for adjustment.”

Contract
Change Identification
NASA/MSFC Request
For Proposal dated
September 8, 2005

Contractor
Proposal Number
ASRI Proposal dated
September 30, 2005

G. All other terms and conditions of contract NAS8-02047 remain unchanged.

Option Yr.3	(A) Mission	02/15/05-2/14/06	\$6,734,533	\$ 0	\$ 0	\$ 304,712	\$7,039,301	Exercised
Option Yr.3	(B) Schedule	02/15/05-2/14/06	\$ 498,728	\$ 0	\$ 0	\$ 29,684	\$ 528,412	Exercised
Total			\$32,082,416			\$1,346,369	\$33,429,285	

Option Yr.4	(A) Mission	02/15/06-2/14/07	\$ 6,956,112	\$ 0	\$ 0	\$ 318,543	\$ 7,274,655	Unexercised
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	\$ 0	\$ 0	\$ 6,000	\$ 106,000	Unexercised

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee Earned</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102	\$204,102	
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ -0-	\$ -0-	
		08/15/03-02/14/04	\$ 2,363	\$ 2,363	
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$174,036	\$174,036	
		08/15/04-02/14/05	\$192,949	\$192,949	
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 7,062	\$ 7,062	
		08/15/04-02/14/05	\$ 9,758	\$ 9,758	
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$148,436	\$ -0-	
		08/15/05-02/14/06	\$156,276	\$ -0-	
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ 14,842		
		08/15/05-02/14/06	\$ 14,842		
		Total	\$1,346,869	\$1,009,253	\$3,220

Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$159,261		Unexercised
		08/15/06-02/14/07	\$159,262		Unexercised
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 3,000		Unexercised
		08/15/06-02/14/07	\$ 3,000		Unexercised

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$32,149,007. This allotment is for the Human Capital Office and Academic Affairs Office and covers the following estimated period of performance: February 15, 2002 through February 10, 2006.

(b) An additional amount of \$1,262,727 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$32,149,007	\$ 0	\$ 32,149,007
Provisional Incentive Fee	\$ 253,474	\$ 0	\$ 253,474
Incentive Fee Earned	\$ 1,009,253	\$ 0	\$ 1,009,253
Total Sum Allotted	\$33,411,734	\$ 0	\$ 33,401,077

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

Period

Amount

1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f) suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

(Mod 50)

1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(Mod 50)

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the

Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g) , suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

(Mod 50)